

University Health Plans, Inc.

INFO@UNIVERSITYHEALTHPLANS.COM | (800) 437-0440
1 BATTERY MARCH PARK, QUINCY, MA 02169-7454

Short Term Medical • International Travel • International Major Medical • International Term Life
Suffolk University • Suffolk University • Suffolk University • Suffolk University • Suffolk University • Suffolk University • Suffolk University • Suffolk University



Suffolk University

STUDENT ACCIDENT & SICKNESS INSURANCE PROGRAM 2004-2005 Academic Year

Suffolk University

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CLAIM FORM

Dear Suffolk University Students and
Parents,

The Massachusetts Universal Health Care Act mandates that all undergraduate, graduate, and law students enrolled three-quarter time to full time in a degree-granting program at all colleges and universities in Massachusetts participate in a qualifying student health insurance program. All students must annually submit a waiver form if they have health insurance provided by a U.S. based carrier by logging on to www.universityhealthplans.com.

If you do not have health insurance provided by a U.S. based carrier, you are required to participate in the student Health Insurance Program offered through Suffolk University. This mandate includes all undergraduate and graduate students who are registered for 9 or more credits each semester and all international students who are not embassy sponsored. The fee for the student health insurance offered through Suffolk University is \$1020 for full year coverage and \$683 for Spring Semester Only.

Foreign insurance policies are not accepted and international students may not waive participation in the Suffolk University Student Health Insurance Plan.

You can view the details of the policy on-line by clicking on brochure under the menu section on Suffolk University's site. All those who enroll in the program will be sent a brochure in the mail.

Sincerely,

Sharon Yardley
Director of Health Services
Suffolk University

Click here to download
the Immunization Form.

This form must be completed
& returned to Health Services.

Click here to download the
2004-2005
Supplemental
Enrollment Form

UNIVERSITY HEALTH PLANS BROKEN LICENSE # 000133920000 WILLIAM E. DEWINE BROKEN LICENSE # 000000
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http://www.universityhealthplans.com/letters/letter.cgi?school_id=74

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University Health Plans, Inc.

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Short Term Medical - International Travel - International Major Medical - International Term Life

WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY WENTWORTH INSTITUTE OF TECHNOLOGY



Wentworth Institute of Technology

STUDENT ACCIDENT & SICKNESS INSURANCE PROGRAM 2004-2005 Academic Year

Wentworth Institute of
Technology

Dear Student:

The State of Massachusetts requires that all students enrolled in 9 or more credits or registered for coop must be covered by health insurance.

To comply with the law, Wentworth Institute of Technology requires all students to either waive or enroll in the coverage offered through University Health Plans.

[Click here to enroll](#)

[Click here to waive](#)

[Click here to download a
CLAIM FORM](#)

Before waiving the Wentworth Institute of Technology Student Accident & Sickness Insurance Plan, please ask yourself the following questions:

- Is the deductible in your insurance plan higher than the annual cost of our Insurance Plan?
- Does your health insurance plan limit coverage at age 19? If your plan does, you may want to consider enrolling in Wentworth's plan.
- Does your plan offer medical benefits comparable to those offered by Wentworth's plan? **Compare our plan to others and you will find an extremely comprehensive plan at a reasonably low cost.**
- Are you covered by a Health Maintenance Organization (HMO), Preferred Provider Organization (PPO) or other such insurance plan? If you are, be warned that many do not cover you unless services are obtained within their own health facilities and/or unless you have been given prior approval for treatment. Would your insurance require this?
- **All foreign students are required to purchase this coverage. Foreign insurance, including Canadian coverage, will not be accepted.**

Our 2004-2005 student health insurance plan will be underwritten by Nationwide Life Insurance Company, and serviced locally by University Health Plans, Inc. We believe quality service will continue to be provided to our students and the Nationwide Life Insurance Company premium is very competitive. The annual premium for this program is outlined below:

Annual Premium	
Student Only:	\$450.00
Spouse:	\$985.00
Each Child	\$650.00

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http://www.universityhealthplans.com/letters/letter.cai?school_id=5

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Wesleyan University

STUDENT ACCIDENT & SICKNESS INSURANCE PROGRAM 2004-2005 Academic Year

Wesleyan University

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CLAIM FORM

Dear Student,

The Davison Health Center is staffed by physicians, nurse practitioners, a physician associate, and nursing personnel who provide comprehensive primary care services for illnesses and injury to students as part of your paid tuition. The Health Center is open during academic sessions Monday through Thursday 9:00 a.m. to 7:00 p.m., Friday from 9:00 a.m. to 5:00 p.m. and Saturday from 12:00 p.m. to 4:00 p.m. When the Health Center is closed, our physician staff is on call and available to speak with students by phone.

In addition to services provided by Davison Health Center, the University requires all students to maintain health insurance in order to avoid difficult and costly medical situations that could arise, as well as to ensure that services outside the Health Center, such as laboratory tests, x-rays, diagnostic procedures and hospital stays are covered.

Important requirements. In order to waive coverage if you are covered on another insurance policy, or to enroll in the university sponsored insurance plan, you should log onto www.universityhealthplans.com and either complete the waiver form or enroll in the health insurance offered by University Health Plans by **July 30, 2004**. The cost of the insurance for the year is \$404 and the details of the plan can be found in the brochure. If you purchase coverage, you will be billed for that coverage on your student account. Any students who fail to provide information about their insurance coverage by the deadline will be enrolled in the university health plan and \$404 will be applied to their student account in September.

- ▶ **Click here** to purchase the Student Accident & Sickness Insurance Plan sponsored by Wesleyan University (fee will be added to student account).
- ▶ **Click here** if you are a WESLEYAN SCHOLARSHIP recipient and do not have other insurance (no payment required for student coverage). **THIS DOES NOT INCLUDE LOAN ONLY RECIPIENTS.** Confirmation of your enrollment will be sent to your Wesleyan Box# after the scholarship is verified with the University.

If you are a WESLEYAN SCHOLARSHIP recipient AND you are not covered under any other health insurance, you should enroll in the university sponsored plan and your student account will be adjusted by the office of financial aid.

If you would like to purchase coverage for your dependants and/or buy the Enhanced Supplemental Benefit, please complete the application on the back of the brochure (see brochure for more details). Please note that the university

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http://www.universityhealthplans.com/lottery/letter.cgi?school_id=15

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DISCLAIMER: UNIVERSITY HEALTH PLANS, INC. IS NOT PROVIDING MEDICAL, FINANCIAL, OR LEGAL ADVICE. THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A CONTRACT. PLEASE READ THE ENTIRE BROCHURE CAREFULLY.



Westfield State College

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CLAIM FORM

Westfield State College

STUDENT ACCIDENT & SICKNESS INSURANCE PROGRAM 2004-2005 Academic Year

The Commonwealth of Massachusetts requires full-time undergraduate and graduate students, enrolled three-quarters time or more to participate in a qualified student health insurance plan.

Westfield State College is lawfully mandated to provide the proper measures and to ensure that students will meet this requirement.

Any student that is not covered by a qualifying health insurance program may obtain coverage through the Nationwide Life Insurance Company's Student Accident and Sickness Insurance Plan, which is an alternative program arranged by the College and administered through University Health Plans, Inc. Please read the enclosed flyer for specific information regarding benefits. The entire brochure can be downloaded at www.universityhealthplans.com.

All undergraduate students are automatically billed the health insurance yearly premium of **\$930.00**, included as part of the tuition.

If a student is covered by a qualified health insurance program, the student **MUST** waive the coverage offered by Westfield State College by completing the waiver form located on the back of the tuition bill and returning it to the Bursar's Office. To waive the insurance, proof of alternate health coverage is required.

The deadline to waive the insurance is **August 15, 2004**. If a waiver form is not submitted by **August 15, 2004** the student will automatically be enrolled in the Nationwide Life Insurance Company's Student Accident and Sickness Insurance Plan. **There will be no refunds.**

Please note, all full time day students not enrolled in the Westfield State College Student Accident and Sickness Insurance Plan will still be eligible for care provided by Health Services regardless of their Health Insurance carrier.

For more information about the student health insurance program, please go to www.universityhealthplans.com or call at 1-800-437-6448.

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WILLIAM E. DEWINE BROKER LICENSE # 0-1234

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Worcester State College

Worcester State College

STUDENT ACCIDENT & SICKNESS INSURANCE PROGRAM 2004-2005 Academic Year

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To: All WSC Full-time, Graduate and Undergraduate Students
 From: Charles J. Oroszko, Dean of Students
 Date: May 2004
 Re: Student Health Insurance Program

Click here to download a
CLAIM FORM

Enclosed please find a benefit flyer for the insurance plan available at Worcester State College administered by University Health Plans through Nationwide Life Insurance Company. We are making every effort to keep the plan as affordable as possible. However, there is an increase in rates which are as follows:

	Annual Term	Spring/Summer Term
Student	\$864.00*	\$536.00*
Spouse	\$2950.00	\$1806.00
Child	\$1220.00	\$743.00

Click here to
 dependent em

*An administration fee is included in the student costs.

Massachusetts State Law requires that all full-time and part-time (nine or more credits) students at an institution of higher education in the state must be enrolled in a Qualifying Student Health Insurance Plan that meets established minimum benefit guidelines. Worcester State College offers a Student Health Insurance Plan that exceeds the benefit guidelines established by the state and also set by the American College Health Association.

Eligible students will automatically be enrolled in this plan unless they sign and return a waiver included in the tuition bill by the designated date. Waivers may also be done on line at www.universityhealthplans.com. **Select Worcester State College and then "Waiver"**

Questions should be directed as follows:

Benefits/Brochure/Coverage/ On Line Waiver Process	University Health Plans, Inc. www.universityhealthplans.com	1-800-4
Waiver process	W.S.C. Bursar's Office	(508) 901
Health Forms/Services	W.S.C. Health Service Office Regular Hours: 8:00 a.m. - 4:00 p.m. Summer Hours: 8:00 a.m. - 4:00 p.m. (Tuesday, Wednesday, Thursday only)	(508) 901

We look forward to seeing you in the fall.

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http://www.universityhealthplans.com/letters/letter.cgi?school_id=36

University Health Plans, Inc.

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Wheelock College

STUDENT ACCIDENT & SICKNESS INSURANCE PROGRAM
2004-2005 Academic Year

Wheelock College

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The Commonwealth of Massachusetts requires full-time undergraduate and graduate students, enrolled three-quarters time or more to participate in a qualified student health insurance plan.

Wheelock College is lawfully mandated to provide the proper measures and to ensure that students will meet this requirement.

Any student that is not covered by a qualifying health insurance program may obtain coverage through the Nationwide Life Insurance Company's Student Accident and Sickness Insurance Plan, which is an alternative program arranged by the College and administered through University Health Plans, Inc. Please read the brochure provided for specific information regarding coverage.

All undergraduate students are automatically billed the health insurance yearly premium of **\$998.00**, included as part of the tuition.

If a student is covered by a qualified health insurance program, the student **MUST** waive the coverage offered by Wheelock College, either online or by contacting the Health Insurance Coordinator. To waive the insurance, proof of alternate health coverage is required.

The deadline to waive the insurance is **August 15, 2004**. If a waiver form is not submitted by **August 15, 2004** the student will automatically be enrolled in the Nationwide Life Insurance Company's Student Accident and Sickness Insurance Plan. **There will be no refunds.**

For more information about the student health insurance program, please contact Vonaire Daly, the Health Insurance Coordinator at 617-879-2316. For questions regarding the health insurance premium, contact the Student Accounts office at 617-879-2236.

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WILLIAM E. DEVINE BROKER LICENSE # 04772

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http://www.universityhealthplans.com/letters/letter.cgi?school_id=29

The Plan is underwritten by:
Nationwide Life Insurance Company
Policy Number: 302-057-2002

Within 45 days following receipt of the appropriate documentation, we will either (1) make payment for the services provided, (2) notify the provider or claimant in writing of the reason or reasons for nonpayment, or (3) notify the provider or claimant in writing of what additional information or documentation is necessary to complete the claim filing. If we fail to comply, we are required to pay, in addition to any reimbursement for health care services provided, interest on the benefits beginning 45 days after receipt of the properly documented claim at the rate of 1.5 percent per month, not to exceed 18 percent per year. These provisions do not apply to claims that a carrier is investigating because of suspected fraud.

There is no utilization review performed on the Policy.

CLAIM APPEAL

To appeal a claim, send a letter stating the issues of the appeal to Consolidated Health Plan's Appeal Department at the above address. Include your name, phone number, address, school attended and email address, if available.

Claims will be reviewed and responded to within 60 days by Consolidated Health Plans.

Translation services are available to assist insureds, upon request, related to administrative services.

Servicing Broker:
University Health Plans, Inc.
One Batterymarch Park
Quincy, MA 02169
Local: (617) 472-5324
Toll Free: (800) 437-5448
Email: info@univhealthplans.com
www.univhealthplans.com

VISION BENEFITS

The Vision One discount program is available to participants in the Student Health Insurance Plan through Cole Vision® at no additional cost. This program may help you save on many eye care products, including eyeglasses and contact lenses, nonprescription sunglasses, contact lens solutions and accessories.

The Vision One program is available at many optical centers nationwide - such as Sears, JCPenney, Target, most Pearle Vision Centers and others - as well as through selected independent optometrist and ophthalmologist offices.

When you visit a Vision One location, show your Student Health Insurance card, and any applicable services or merchandise you receive will be discounted right at the point of purchase. There are no claim forms to complete and no waiting for reimbursement.

Here is an example of some of the discounts you are eligible for:

Frames	V's on One Cost	Typical Savings
Up to \$60 retail	\$25	58%
\$60 to \$90 retail	\$35	56%
\$90 to \$100 retail	\$45	55%
Over \$100 retail		35% off retail
Exams - Spectacle Lenses		\$5 discount
Single Vision	\$30	46%
Bifocal	\$50	42%
Trifocal	\$60	45%
Lens Options	Additional	
Standard/Progressive (no-line bifocal)	\$50	33%
Polycarbonate	\$30	40%
Scratch Resistant Coating	\$12	40%
Ultraviolet Coating	\$12	40%
Anti-Reflective Coating	\$35	30%
Photochromic	\$30	25%
Solid or Gradient Tint	\$8	33%
Contact Lenses		
Non-Disposable Contacts		20%
Disposable Contacts		13%
Exams - Contacts		\$10 discount

To find the nearest Vision One location log on to the Cole Managed Vision website at www.cmv.com or call 1-800-424-1155, weekdays from 9 a.m. to 9 p.m. ET and Saturdays from 9 a.m. to 5 p.m. ET to speak to a representative.
Cole Managed Vision Plan #47034.

MASSACHUSETTS SCHOOL OF LAW ENROLLMENT FORM FOR DEPENDENT COVERAGE BENEFIT

2004 - 2005

Only students insured for the Basic Benefits may purchase dependent coverage. Purchase must be made at the same time as enrollment for the Basic Benefits, subject to the same enrollment deadlines. Dependents may not be enrolled for coverage without the student being enrolled for the Basic Benefits.

(Please print the following information.)

Student's Last Name	First	Initial
Street - Permanent Mailing Address		
City	State	Zip

1. Please check the appropriate box(es) for the type of enrollment and coverage desired.

FULL-YEAR ENROLLMENT
(8/1/04 - 8/1/05)

Spouse
Each Child
Premium
\$ 3,669.00
\$ 1,884.00

SPRING ENROLLMENT
(1/6/04 - 8/1/04)

Spouse
Each Child
\$ 2,495.00
\$ 1,280.00

2. Make Your check or money order for the applicable premium payable to:

Nationwide Life Insurance Company

3. Mail this form with Your check or money order to:

University Health Plans, Inc.
One Batterymarch Park
Quincy, MA 02169

Breast Reconstruction Incident to Mastectomy: Reconstruction of the breast on which the mastectomy has been performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and physical complications of all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending doctor and patient.

Hormone Replacement Therapy: for pre- and post-menopausal women.

Outpatient Contraceptive Services: including consultations, examinations, procedures and medical services related to contraceptive methods to prevent pregnancy approved by the U.S. Food and Drug Administration under the same terms and conditions for other outpatient services.

Cancer Clinical Trials: for Qualified Cancer Clinical Trials as defined in MA Chapter 257 subject to all other terms and conditions of the policy.

EXCESS COVERAGE

No benefits are provided by the Policy for expenses which are reimbursable by any other valid and collectible insurance plan, but such charges in excess thereof shall be covered as otherwise provided.

PRE-EXISTING CONDITIONS LIMITATION

Pre-existing Conditions are not covered for the first 6 months following the Covered Person's effective date of coverage under the Policy. This limitation will not apply if, during the period immediately preceding the Covered Person's effective date of coverage under the Policy, the Covered Person was covered under prior creditable coverage for 6 consecutive months. Prior creditable coverage of less than 6 months will be credited toward satisfying the Pre-existing Condition limitation. This waiver of Pre-existing Conditions will apply only if the Covered Person becomes eligible and applies for coverage within 63 days of termination of her or his prior coverage. The Covered Person must provide us proof of prior Creditable Coverage.

MEDICAL EVACUATION

In the event of a serious injury or sickness, the Policy will pay benefits up to \$10,000 to evacuate an Insured Person. Emergency medical evacuation must be approved in advance by the Company.

REPATRIATION

Covered Expenses are payable for those actual expenses incurred up to \$7,500 in the event of the death of an Insured Student in connection with the repatriation and transportation of the body to the Insured Student's place of residence in his/her home country, provided the Insured Student is studying outside his/her home country. The benefit does not include the transportation expense of anyone accompanying the body, nor does it extend to repatriation of spouses or children. Repatriation and emergency medical evacuation benefits are subject to the same exclusions existing in the Policy.

EXCLUSIONS

The Policy does not cover Loss nor provide benefits for:

1. Expenses for daily hospital room and board higher than the usual semi-private room charge or higher than the usual charge for the Intensive Care Unit, if applicable.
2. Expenses incurred for medical services, treatments and supplies for which no charge would have been normally made in the absence of insurance.
3. Services normally provided without charge by Your Health Services, infirmary or hospital or any employees thereof.
4. Surgery for the correction of refractive error and services in connection with eye examinations, eye glasses or contact lenses or hearing aids, except as required for a repair due to an Accident in which the Covered Person sustains an injury.
5. Loss resulting from participation in an illegal occupation, riot, civil commotion or act of terrorism, or committing, or attempting to commit, a felony.
6. Elective plastic or cosmetic surgery, unless resulting directly from an injury which necessitated medical treatment within 24 hours of the Accident. This exclusion does not apply to cosmetic surgery made necessary by an injury or a congenital disease or deformity of a newborn child who is a Dependent Insured under the Policy.
7. Loss resulting from air travel, except as a fare-paying passenger on a commercial airline.
8. Injury or Sickness resulting from war, declared or undeclared.
9. Injury sustained or Sickness contracted while in the armed forces of any country.
10. An occupational loss covered by any occupational benefit plan, Workers' Compensation Act or similar law.
11. Treatment, services or supplies received in a governmental hospital unless the Covered Person is legally obligated to pay such charges in the absence of insurance.
12. Outpatient expense incurred for treatment of drug, alcohol, mental or nervous disorders except as specifically stated

13. Expense incurred for treatment of injury resulting from any motor vehicle accident to the extent covered by other valid and collectible insurance, or third party action.
14. Expenses which are reimbursable by any other valid and collectible hospital or insurance plan, but such charges in excess thereof shall be covered as otherwise provided.
15. Pre-existing Conditions, except as specifically stated.
16. Expenses for prescription medications, except as specifically stated.
17. Treatment to the teeth, gums, jaw or structures directly supporting the teeth, including surgical extractions of teeth, TMJ dysfunction or skeletal irregularities of one or both jaws including orthognathia and mandibular retrognathia. This exclusion does not apply to the repairs to sound natural teeth caused by an injury.
18. Expense incurred after coverage terminates, except as specifically provided in the Extension of Benefits provision.
19. Services and charges that are determined to be Experimental/Investigational in nature.

CLAIM PROCEDURE

In the event of Covered Injury or Sickness:

- 1) Contact Your Student Health Services, if applicable. If Student Health Services is not available, determine whether a P-HCS Preferred Provider (or a GHP Preferred Provider if you are in the Western Massachusetts Counties of Hampden, Hampshire, Berkshire and Franklin) is located close by for treatment at reduced cost to You.
- 2) You need to submit a claim form for each separate injury or Sickness available at Your school, or by mail from Consolidated Health Plans. The claim form should be submitted within 30 days after the date of injury or commencement of a covered Sickness, or as soon as reasonably possible.
- 3) Itemized billings (Written Proof of Loss) should be submitted by Your health care provider or the Covered Person within 90 days of treatment, or as soon as reasonably possible.

All Claim forms should be submitted to the Claims Administrator shown below:

Claims Administrator:
CONSOLIDATED HEALTH PLANS

196 Stafford Street,
Springfield, MA 01104-3503
(413) 733-4540
Toll Free (800) 333-7887

SEP-18-04
TUE 00:54
123456789123456

Exhibit 11
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Accident must occur while a Covered Person is insured under the policy.

Biologically-Based Mental Disorders means those disorders described in the most recent edition of the Diagnostic and Statistical Manual of the American Psychiatric Association, referred to as "the DSM"; schizophrenia, schizoaffective disorder, major depressive disorder, bipolar disorder, paranoia and other psychotic disorders, obsessive-compulsive disorder, panic disorder, delirium and dementia, affective disorders, and any biologically-based mental disorders appearing in the DSM that are scientifically recognized and approved by the commissioner of the department of mental health in consultation with the commissioner of the division of insurance.

PHP Preferred Provider means a provider in the Consolidated Health Plans network who contracts to provide services at a discounted rate.

Copayment means separate charge for certain Covered Medical Expenses which is paid by the Covered Person.

Covered Medical Expense means the Reasonable and Customary Charge for a service or supply, which is performed or given under the direction of a Doctor for the treatment of Injury or Sickness pursuant to the terms of the Policy.

Covered Person means You or a Dependent insured under the Policy.

Creditable Coverage means any blanket or general policy of medical, surgical or health insurance, including the Policy, any policy of accident or sickness insurance that provides hospital or surgical expense coverage; any non-group medical, surgical or hospital insurance; any non-group or group hospital or medical service plan issued by a non-profit hospital or medical corporation; any non-group health maintenance contract issued by a health maintenance organization; any self-insured or self-funded employer group health plan; any health coverage provided to persons serving in the Armed Forces of the United States; or Medicare or Medicaid.

Dependent means a person who resides with You and is Your legal spouse; unmarried child(ren) under age 19 who are financially dependent on You. The term child includes a stepchild, a foster child, an adopted child and a child legally placed with You as a prospective adoptive parent, even if the adoption has not been finalized; child, despite attaining age 19, who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and dependent on You for financial support.

Doctor means a licensed practitioner of the healing arts acting within the scope of his or her license. The Doctor may not be a member of

the Covered Person's immediate family. Doctor includes but is not limited to, podiatrists, dentists, chiropractors, certified registered nurse anesthetist, nurse practitioner and certified nurse midwife.

Emergency Medical Condition means a medical condition, whether physical or mental, manifesting itself by symptoms of sufficient severity, including severe pain, that the absence of prompt medical attention could reasonably be expected by a prudent layperson who possesses an average knowledge of health and medicine, to result in placing the health of a Covered Person or another person in serious jeopardy, serious impairment to body function, or serious dysfunction of any body organ or part, or, with respect to a pregnant woman, serious jeopardy to the fetus.

A Covered Person has the option of calling the local pre-hospital emergency medical service system by dialing the emergency telephone access number 911, or its local equivalent, whenever a Covered Person is confronted with an Emergency Medical Condition which in the judgment of a prudent layperson would require pre-hospital emergency services. No Covered Person shall in any way be discouraged from using the local pre-hospital emergency medical services system, the 911 telephone number, or the local equivalent, or be denied coverage for medical and transportation expenses incurred as a result of such emergency medical condition.

Experimental/Investigative Services and Charges: Will not be considered experimental/investigative if successfully completed Stage III clinical trials of the United States Food and Drug Administration.

Home Health Care means part-time nursing care, by or supervised by, a registered graduate nurse; part-time home health aide service which consists mainly of caring for the patient; physical, occupational, respiratory or speech therapy; nutrition counseling; medical social services by a qualified social worker licensed by the jurisdiction where services are rendered; medical supplies, prosthetic and orthopedic appliances, rental or purchase of durable medical equipment, drugs and medicines obtainable by prescription only, including insulin, but only to the extent that such charges would have been considered covered expenses had the Covered Person required confinement in a hospital or in a skilled nursing facility.

Hospice Care means Doctor services; nursing care provided by or under the supervision of a registered professional nurse; social services; volunteer services; and counseling services provided by a professional or volunteer staff under professional supervision.

Injury means bodily harm caused by an Accident, which results in loss. All Injuries sustained in one Accident, including related conditions, will be considered one Injury.

Licensed Mental Health Professional means a licensed physician who specializes in the practice of psychiatry; a licensed psychologist, a licensed independent clinical social worker, a licensed mental health counselor, or a licensed nurse mental health clinical specialist.

Loss means medical expense caused by Injury and Sickness and covered by the Policy.

Mental Illness means either the Biologically-Based Mental Disorders; or rape-related mental or emotional disorders for victims of a rape or victims of an assault with intent to commit rape; or a Non-Biologically Based Mental, Behavioral or Emotional Disorder of a Child or Adolescent Under the Age of 19; or all other mental disorders described in the most recent edition of the DSM.

Non-Biologically-Based Mental, Behavioral or Emotional Disorders of a Child or Adolescent Under the Age of 19 means a disorder described in the most recent edition of the DSM which substantially interferes with or substantially limits the functioning and social interactions of such a child or adolescent; provided, that said interference or limitation is documented by and the referral for said diagnosis and treatment is made by the primary care Doctor, primary pediatrician, or a Licensed Mental Health Professional of such a child or adolescent or is evidenced by conduct, including, but not limited to: (1) an inability to attend school as a result of such a disorder; (2) the need to hospitalize the child or adolescent as a result of such a disorder; or (3) a pattern of conduct or behavior caused by such a disorder which poses a serious danger to self or others. The Policy shall continue to provide such coverage to any adolescent who is engaged in an ongoing course of treatment beyond the adolescent's 19th birthday until said course of treatment, as specified in said adolescent's treatment plan, is completed and while the benefit contract under which such benefits first became available remains in effect, or subject to a subsequent benefits contract which is in effect.

PHCS Preferred Provider means a provider in the Private Healthcare Systems network who contracts to provide services at a discounted rate.

Pre-existing Condition means (1) a condition that manifested itself during the 6 months immediately preceding the Covered Person's effective date of coverage in such a manner as would have caused an ordinarily prudent person to seek medical advice, diagnosis, care or treatment or for which medical advice, diagnosis, care or treatment was recommended or received; (2) a pregnancy existing on the Covered Person's effective date of coverage.

noncustodial treatment to take place in the least restrictive clinically appropriate setting.

Mental Illness Treatment of all other mental disorders, which are described in the most recent edition of the DSM, consisting of inpatient, intermediate and outpatient services that permit active and noncustodial treatment to take place in the least restrictive clinically appropriate setting. Treatment is limited during each 24-month period for a minimum of 60 days inpatient treatment and 24 outpatient visits.

Psychopharmacological services and neuropsychological assessment services expense.

Treatment of alcoholism and chemical dependency.

- **Inpatient:** Confinement in a hospital or in any other public or private facility providing services especially for the detoxification or rehabilitation and which is licensed by the department of public health, or in a residential alcohol treatment program; up to 30 days in any calendar year.

- **Outpatient:** Outpatient services furnished by a hospital or by any public or private facility or portion thereof providing services especially for the rehabilitation of intoxicated persons or alcoholics, up to \$500 per Policy Year.

The limitation on benefits for treatment of alcoholism and chemical dependency shall not apply when said treatment is rendered in conjunction with treatment of mental or nervous disorders.

Cytological Screening And Mammogram: Benefits will be provided for one annual cytological (pap smear) screening for ages 18 and over, a baseline mammogram for ages 35 through 39; and a mammogram every year for women age 40 and over.

Home Health Care services

Hospice Care: services of a licensed hospice care agency which are furnished to a Covered Person at home, on an outpatient basis or on a back-up in-patient basis, as defined by the Department of Public Health.

Cardiac Rehabilitation: for a Covered Person who has a documented cardiovascular disease, multidisciplinary outpatient treatment will be provided in either a hospital or other setting. Treatment must meet standards promulgated by the Commissioner of Public Health and be initiated within 26 weeks after the diagnosis of the disease.

Bone Marrow Transplant: For treatment of metastatic breast cancer. If a bone marrow transplant is not available from a Preferred Provider, benefits will be paid at the Preferred Provider level for services rendered by a non-preferred provider.

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Non-prescription Enteral Formulas: up to \$2,500 per policy year for non-prescription enteral formulas for the treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastroesophageal reflux, gastroesophageal motility, chronic intestinal pseudo-obstruction, and inherited diseases of amino acids and organic acids.

Diabetes: diagnosis and treatment expense for treatment of insulin-dependent, insulin-using, gestational and non-insulin-dependent diabetes. Benefit includes expense for blood glucose monitoring, blood glucose monitoring strips for home use, voice-synthesizers for blood glucose monitors for use by the legally blind, visual magnifying aids for use by the legally blind, urine glucose strips, ketone strips, lancets, insulin, insulin syringes, prescribed oral diabetes medications that influence blood sugar levels, laboratory tests, including glycosylated hemoglobin, or HbA1c tests, urinary creatinine/creatinine and lipid profiles, insulin pumps and insulin pump supplies, insulin pens, so-called; therapeutic/injected shoes and shoe inserts for people who have severe diabetic foot disease when the need for therapeutic shoes and inserts has been certified by the treating doctor and prescribed by a podiatrist or other qualified doctor and furnished by a podiatrist, orthotist, prosthetist or pedorthist; supplies and equipment approved by the FDA for the purposes for which they have been prescribed and diabetes outpatient self-management training and education, including medical nutrition therapy.

Diagnosis and Treatment of Infertility: payable the same as any other sickness. Infertility is a condition of a presumably healthy individual who is unable to conceive or produce conception during a period of one year. Benefit includes expense incurred for the following non-experimental infertility procedures: artificial insemination; in vitro fertilization and embryo placement; gamete intra-fallopian transfer; zygote intrafallopian transfer; intra-cytoplasmic sperm injection for the treatment of male factor infertility; and sperm, egg and/or inseminated egg procurement and processing; and banking of sperm or inseminated eggs; to the extent such costs are not covered by the donor's insurer, if any. Coverage is not limited to sperm provided by the Covered Person's spouse.

Scalp Hair Prosthesis Expense: for prosthesis worn for hair loss suffered as a result of the treatment of any form of cancer or leukemia, payable up to \$350 per policy year.

Maternity Expense: to include expenses for prenatal care, childbirth and post-partum care (including well baby care) on the same basis as any other sickness. Benefit includes hospital inpatient care for 48 hours following vaginal delivery and 96 hours

following a cesarean section. Any decision to shorten maternity shall be made by the attending Doctor in consultation with mother. In accordance with regulations promulgated by the Department of Public Health, The Covered Person is entitled to home visit should they elect to participate in an early discharge. **Preventive Care Services:** expense for Dependent children the date of birth through the attainment of six years of age.

Special Medical Formulas: for treatment of phenylketonuria, homocystinuria, maple syrup urine disease, pyruvate carboxylase deficiency, methylmalonic acidemia in infants and children, provided the unborn fetuses of pregnant women with phenylketonuria. **Early intervention services:** Early intervention services defined as certified early intervention specialists for children from birth until 3rd birthday, up to \$3,200 per year and an aggregate of \$9,600 over the total enrollment period.

Emergency Services: expense for health care items and services furnished in an emergency department; and all ancillary services routinely available to an emergency department to the extent they are required for stabilization of an Emergency Medical Condition. If a Covered Person receives emergency services and reasonably reach a Preferred Provider, payment for emergency services will be at the same level and in the same manner as person had received treatment by a preferred provider.

Human Leukocyte Antigen Testing or Histocompatibility Testing: Human Leukocyte Antigen Testing or Histocompatibility Testing that is necessary to establish marrow transplant donor suitability. The coverage shall not include costs of testing for A, B or DR antigens, or any component thereof, consistent with rules, regulations and criteria established by the department of public health.

High Cost Procedure Expense: Covered Medical Expenses cost procedures in excess of \$200, such as, but not limited to, cardiac diagnostic C.A.T. Scans, Magnetic Resonance Imaging and Laser treatments are payable at 80% of the negotiated rates, network or 80% of Reasonable & Customary Charge (out-of-network) to a maximum of \$2,000 per Accident or Sickness.

Speech, Hearing and Language Disorders: Diagnosis and treatment of speech, hearing and language disorders by a licensed speech-language pathologists or audiologists in accordance with provisions of chapter 172, if such services are rendered within the scope of practice for such speech-language pathologists regardless of whether the services are provided in a hospital, clinic or private office, payable the same as any Sickness. Coverage shall not extend to the diagnosis or treatment of speech, hearing and language disorders in a school-based setting.

THE POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:
1. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE PREMIUM.
2. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE CO-INSURANCE.
3. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE DEDUCTIBLE.
4. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE OUT-OF-POCKET MAXIMUM.
5. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE WAITING PERIOD.
6. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE EXCLUSION PERIOD.
7. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE LIMIT.
8. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE COVERAGE LIMIT.
9. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE COVERAGE PERIOD.
10. THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE COVERAGE TYPE.

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THE COVERED PERSON SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE COVERAGE TYPE.

Diagnosis, care or treatment shall not include any prior diagnosis of or prior treatment for infertility.

Preventive Care Services means services rendered to a Dependent child from the date of birth through the attainment of six years of age and shall include physical examination, history, measurements, sensory screening, neuropsychiatric evaluation and development screening, and assessment at the following intervals: six times during the child's first year after birth, three times during the next year, annually until age six. Such services shall also include hereditary and metabolic screening at birth, appropriate immunizations, and tuberculin tests, hematocrit, hemoglobin, or other appropriate blood tests, and urinalysis as recommended by the Doctor.

Reasonable and Customary Charge (R&C) means the usual amount charged by a Provider for a service or supply, regardless of insurance coverage, but not more than the amount charged by most providers in the same area for a similar service.

Sickness (Sick) means illness or disease which begins or for which expense is incurred while coverage is in force under the Policy. Sickness includes normal pregnancy and complications of pregnancy. All related conditions and recurring symptoms of a Sickness will be considered one Sickness.

We, Our, or Us means Guarantee Trust Life Insurance Company.
You, Your, Yours means the insured student.

BASIC ACCIDENT AND SICKNESS EXPENSE BENEFITS

The Policy will pay 80%, except as specifically stated, of Covered Medical Expenses incurred by a Covered Person due to a covered Sickness or covered injury, up to a maximum benefit of \$25,000 per Sickness or injury. Covered Medical Expenses for Pre-Existing Conditions are not covered in excess of \$1,500 until the covered person has been continuously insured for a period of 6 months. Payments made to non-preferred providers shall be a percentage of the provider's fees, up to the Reasonable and Customary Charge, and not a percentage of the amount paid to Preferred Providers. Covered Medical Expenses are considered incurred on the date the treatment or service is rendered or the supply is furnished. Covered Medical Expenses are:

Hospital room and board and general nursing care while hospital confined, up to the semi-private room rate or intensive care unit rate, if applicable.

Miscellaneous hospital charges incurred while hospital confined, including expenses for: anesthesia; operating room; laboratory tests; x-rays; oxygen tent; pre-admission tests;

medicines or supplies, dressings; other non-room and board expenses; prescription drugs, excluding take-home drugs.

Services of a private duty registered nurse or licensed practical nurse.

Services of a Doctor during hospital confinement. limited to one visit per day. This benefit does not apply when related to surgery.

Ambulance Expense for an Emergency Medical Condition: 100% up to \$200.00 per Injury or Sickness

Doctor's fee for surgery, up to a \$5,000 maximum, based on data provided by Ingenix. When more than one surgical procedure is performed through the same incision or in immediate succession, the additional surgery will be covered at 50%.

Services of an anesthetist who is not employed or retained by the hospital in which the surgery is performed, up to 30% of the amount paid the surgeon.

Service of an assistant surgeon required by the hospital, or by the procedure, up to 30% of the amount paid the surgeon.

Second surgical opinion by a board certified specialist in the medical field relating to the surgical procedure to be performed. Benefit includes x-rays and diagnostic tests when elective surgery is recommended.

Outpatient services provided in a Doctor's office, Licensed Mental Health Professional's office, a community mental health center, home based services for Mental illness, chiropractor visits, hospital or outpatient department or emergency room, clinical lab, radiological facility or similar facility licensed by the state, up to a maximum benefit of \$1,500 for each Sickness or Injury, unless specifically stated elsewhere, subject to the following per visit Copayments:

- Emergency Room, not resulting in a hospital admission - \$50 In-network
- Clinic- \$35
- Doctor's office visit - \$15
- Doctor's office visits, Outpatient Department visits and Emergency Room visits to a PHCS Preferred Provider (or in the Western Massachusetts Counties of Hampden, Hampshire, Berkshire and Franklin where you have the CHP Preferred Provider Network), will be paid at 90% after the per-visit Copayments.

Mental illness disorders, rape based mental, bipolar adolescents under 18, other Sickness, emotional or emotional diagnosis and the awarding to such intermediate and

Physiotherapy treatments prescribed by a Doctor. The prescription must be for a stated number of treatments.

nonhospital treatment to take place in the least restrictive clinically appropriate setting.

Mental Illness Treatment of all other mental disorders, which are described in the most recent edition of the DSM, consisting of inpatient, intermediate and outpatient services that permit active and continuous treatment to take place in the least restrictive clinically appropriate setting. Treatment is limited during each 12-month period for a minimum of 60 days inpatient treatment and 24 outpatient visits.

Psychopharmacological services and neuropsychological assessment services expense.

Treatment of alcoholism and chemical dependency:

- **Inpatient:** Confinement in a hospital or in any other public or private facility providing services especially for the detoxification or rehabilitation and which is licensed by the department of public health, or in a residential alcohol treatment program, up to 30 days in any calendar year.
- **Outpatient:** Outpatient services furnished by a hospital or by any public or private facility or portion thereof providing services especially for the rehabilitation of intoxicated persons or alcoholics, up to \$500 per Policy Year.

The limitation on benefits for treatment of alcoholism and chemical dependency shall not apply when said treatment is rendered in conjunction with treatment of mental or nervous disorders.

Cytological Screening And Mammogram: Benefits will be provided for one annual cytological (pap smear) screening for ages 18 and over; a baseline mammogram for ages 35 through 39; and a mammogram every year for women age 40 and over.

Home Health Care services

Hospice Care: services of a licensed hospice care agency which are furnished to a Covered Person at home, on an outpatient basis or on a back-up in-patient basis, as defined by the Department of Public Health.

Cardiac Rehabilitation: for a Covered Person who has a documented cardiovascular disease. Multidisciplinary outpatient treatment will be provided in either a hospital or other setting. Treatment must meet standards promulgated by the Commissioner of Public Health and be initiated within 26 weeks after the diagnosis of the disease.

Bone Marrow Transplant: For treatment of metastatic breast cancer. If a bone marrow transplant is not available from a Preferred Provider, benefits will be paid at the Preferred Provider level for services rendered by a non-preferred provider.

Non-prescription Enteral Formulas: up to \$2,500 per policy year for non-prescription enteral formulas for the treatment of malabsorption caused by Crohn's disease, ulcerative colitis, gastrosophageal reflux, gastrointestinal motility, chronic intestinal pseudo-obstruction, and inherited diseases of amino acids and organic acids.

Diabetes: diagnosis and treatment expense for treatment of insulin-dependent, insulin-using, gestational and non-insulin-dependent diabetes. Benefit includes expense for blood glucose monitors; blood glucose monitoring strips for home use; voice synthesizers for blood glucose monitors for use by the legally blind; visual magnifying aids for use by the legally blind; urine glucose strips; ketone strips; lancets; insulin; insulin syringes; prescribed oral diabetes medications that influence blood sugar levels; laboratory tests, including glycosylated hemoglobin, or HbA1c tests; urinary/creatinine/albumin and lipid profiles; insulin pumps and insulin pump supplies; insulin pens, so-called, therapeutic/molded shoes and shoe inserts for people who have severe diabetic foot disease when the need for therapeutic shoes and inserts has been certified by the treating doctor and prescribed by a podiatrist or other qualified doctor and furnished by a podiatrist, orthotist, prosthetist or podiatrist, supplies and equipment approved by the FDA for the purposes for which they have been prescribed and diabetes outpatient self-management training and education, including medical nutrition therapy.

Diagnosis and Treatment of Infertility: payable the same as any other sickness. Infertility is a condition of a presumably healthy individual who is unable to conceive or produce conception during a period of one year. Benefit includes expense incurred for the following non-experimental infertility procedures: artificial insemination; in vitro fertilization and embryo placement; gamete intra-fallopian transfer; zygote intra-fallopian transfer; intracytoplasmic sperm injection for the treatment of male factor infertility; and sperm, egg and/or inseminated egg procurement and processing; and banking of sperm or inseminated eggs; to the extent such costs are not covered by the donor's insurer, if any. Coverage is not limited to sperm provided by the Covered Person's spouse.

Scalp Hair Prosthesis Expense: for prosthesis worn for hair loss suffered as a result of the treatment of any form of cancer or leukemia, payable up to \$350 per policy year.

Maternity Expense: to include expenses for prenatal care, childbirth and post partum care (including well baby care) on the same basis as any other sickness. Benefit includes hospital inpatient care for 48 hours following vaginal delivery and 56 hours

following a cesarean section. Any decision to shorten maternity stays shall be made by the attending doctor in consultation with the mother in accordance with regulations promulgated by the Department of Public Health. The Covered Person is entitled to one home visit should they need to participate in an early discharge.

Preventive Care Services: expense for Dependent children from the date of birth through the attainment of six years of age.

Special Medical Formulas: for treatment of phenylketonuria, tyrosinemia, homocystinuria, maple syrup urine disease, propionic acidemia, or methylmalonic acidemia in infants and children or to protect the unborn fetuses of pregnant women with phenylketonuria.

Early Intervention services: Early intervention services delivered by certified early intervention specialists for children from birth until their 3rd birthday, up to \$3,200 per year and an aggregate benefit of \$9,600 over the total enrollment period.

Emergency Services: expense for health care items and services furnished in an emergency department and all ancillary services routinely available to an emergency department to the extent they are required for stabilization of an Emergency Medical Condition. If a Covered Person receives emergency services and cannot reasonably reach a Preferred Provider, payment for emergency services will be at the same level and in the same manner as if the person had received treatment by a preferred provider.

Human Leukocyte Antigen Testing or Histocompatibility Locus Antigen Testing that is necessary to establish bone marrow transplant donor suitability. The coverage shall cover the costs of testing for A, B or DR antigens, or any combination thereof, consistent with rules, regulations and criteria established by the department of public health.

High Cost Procedure Expense: Covered Medical Expenses for high cost procedures in excess of \$200, such as, but not limited to, outpatient diagnostic C.A.T. Scans, Magnetic Resonance Imaging, and Laser treatments are payable at 80% of the negotiated charge (in-network) or 80% of Reasonable & Customary Charge (out-of-network) to a maximum of \$2,000 per Accident or Sickness.

Speech, Hearing and Language Disorders: Diagnosis and treatment of speech, hearing and language disorders by individuals licensed as speech-language pathologists or audiologists under the provisions of chapter 112, if such services are rendered within the lawful scope of practice for such speech-language pathologists or audiologists regardless of whether the services are provided in a hospital, clinic or private office, payable the same as any other Sickness. Coverage shall not extend to the diagnosis or treatment of speech, hearing and language disorders in a school-based setting.

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Student Accident and Sickness Insurance Program

Designed for the
Students of

MASSACHUSETTS SCHOOL OF LAW AT ANDOVER

(Logo Here)

2004-2005

NATIONWIDE LIFE INSURANCE COMPANY
Columbus, Ohio

Policy Number: 302-057-2002
Effective August 1, 2004 to August 1, 2005

IMPORTANT NOTICE
This brochure provides a brief description of the important features of the Policy. It is not a Policy. Terms and conditions of the coverage are set forth in the Policy. We will notify Covered Persons of all material changes to the Policy. Please keep this material with your important papers.

NONDISCRIMINATORY
Health care services and any other benefits to which a Covered Person is entitled are provided on a non-discriminatory basis, including benefits mandated by state and federal law.

MASSACHUSETTS SCHOOL OF LAW STUDENT ACCIDENT AND SICKNESS INSURANCE PLAN 2004-2005

Dear Student:

In these days of rising costs for medical care, students cannot afford to run the risk of not having medical or health insurance. Massachusetts School of Law is very concerned with the promotion of good health, as well as the medical needs of its students. The unexpected expense of a medical disability may delay or even end a student's academic career. It is for this reason that students should consider the Student Accident and Sickness Insurance plan described in this brochure.

Participation in this Accident and Sickness Insurance Plan is required by Massachusetts State Law except when a waiver card showing proof of comparable coverage has been submitted annually by the waiver deadline.

Massachusetts School of Law does not act for or on behalf of University Health Plans, Inc. except to the extent necessary to facilitate payment processing.

If You are a full-time or three-quarter time matriculated student (You must be carrying nine credits or more to participate in the insurance) at Massachusetts School of Law You must return the enclosed Student Insurance Waiver Card by August 16, 2004. If You do not want this Student Accident and Sickness Plan, You must indicate that You have coverage under another insurance plan comparable in design and scope to the coverage described in this brochure in order to waive this Student Accident and Sickness Plan. An Insurance Waiver Card must be on file for each year the student is enrolled at school.

You can purchase additional insurance to cover those expenses incurred in excess of the maximum benefit payable under this Policy by contacting University Health Plans at (800) 437-6448.

Sincerely,

Massachusetts School of Law

PRIVATE HEALTH CARE SYSTEMS, INC. (PHCS) PREFERRED PROVIDER NETWORK

By enrolling in this Insurance Program, you have PHCS Preferred Provider Network, except in the Western Massachusetts Counties of Hampden, Hampshire, Berkshire and Franklin where you have the CHP Preferred Provider Network, available to You and Your

Dependents, if any, throughout Massachusetts, providing access to quality health care at discounted fees. A complete listing is available at: www.phcs.com or www consolidatedcareplan.com.

A Preferred Provider may require a Covered Person to pay an annual fee for inclusion within the Preferred Providers panel of providers. Any services that are represented to be a part of the Preferred Provider's annual service agreement are part of that separate agreement and are not part of this Insurance Program.

THE PROGRAM DOES NOT REQUIRE YOU TO USE A PREFERRED PROVIDER, but if a Covered Medical Expense is incurred through a Preferred Provider, the Program will pay:

- For Covered Doctor's visits, including Licensed Mental Health Professionals, 90% of the Covered Charges after a \$15 per visit Copayment.
- For a Hospital Outpatient Department and non-confined Emergency Room Visit, 90% of the Covered Charges after a \$50 per visit Copayment.
- For covered medical treatments other than Doctor's office visits, including Licensed Mental Health Professionals, 80% coverage of the discounted fee, meaning that the 20% share of the fee is also discounted.
- For all inpatient and other outpatient services not listed above, negotiated discounts will decrease Your out-of-pocket expense.

Payments are subject to:

- An aggregate maximum benefit and to internal maximum benefits.
- Limits as stated in the Policy Schedule of Benefits; and
- Terms and conditions of the Policy and any Exclusions.

As an Insured Student with health benefits through Massachusetts School of Law, You will receive maximum benefits under the Policy when You use a PHCS or CHP PPO Provider.

If a Preferred Provider is not available in a particular area or specialty, the Policy will cover at the Preferred Provider level until a provider has been added.

Coverage will be provided at the Preferred Provider level for a provider who is not a Preferred Provider for the first 30 days from the effective date of coverage if a Covered Person is undergoing an ongoing course of treatment or the provider is the Covered Person's primary care provider.

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if the Covered Person is a female who is in her 2nd or 3rd trimester of pregnancy and whose provider in connection with her pregnancy is involuntarily disenrolled, other than disenrollment for quality-related reasons or fraud, treatment will be allowed with said provider, according to the terms of the Policy, for the period up to and including the Covered Person's first postpartum visit.

If a Covered Person is terminally ill and the provider in connection with said Sickness is involuntarily disenrolled, other than for quality related reasons or fraud, the Covered Person will be allowed to continue treatment with said provider, according to the terms of the Policy, until the death of the Covered Person.

Continued coverage is conditioned upon the provider agreeing to:

- Accept reimbursement at the rates applicable prior to notice of disenrollment as payment in full and not to impose cost sharing with respect to the Covered Person in an amount that would exceed the cost sharing that could have been imposed if the provider had not been disenrolled; and
- Adhere to the Policy's quality assurance standards and to provide necessary medical information related to the care provided; and
- Adhere to Our policies and procedures.

Physician profiling information may be available from the Board of Registration in Medicine for physicians licensed to practice in Massachusetts.

We will provide coverage for pediatric specialty care to Covered Persons requiring such services, including mental health services, by a person with recognized expertise in specialty pediatrics.

Massachusetts School of Law has directorates listing PHCS Preferred Providers and Consolidated Health Plans Preferred Providers, or call PHCS at 1-866-559-7427 or Consolidated Health Plans at (413) 733-4540 or toll-free at (800) 633-7867 for assistance.

ELIGIBILITY AND EFFECTIVE DATE

To be eligible for this Insurance Program, You must be enrolled as a full-time student or carrying a course load equivalent to at least 3/4 full-time. (A three-quarter time student is one who is participating in 9 or more credits.) Students enrolled in the Comparison of Massachusetts and National Law Course are also eligible for coverage. The deadline date for submitting the waiver is August 16, 2004 for annual coverage and January 10, 2005 for spring semester coverage.

You may enroll in this Insurance Program only during the 31-day periods beginning with the start of the first and second semesters. If You are eligible for coverage and wish to enroll in the Program after

these enrollment opportunities, You must present documentation from Your former insurance company that it is no longer providing You with personal accident and health insurance coverage. Your effective date under this Program will be the date Your former insurance expired, if You make the request for coverage within 31 days after it expires. Otherwise, the effective date will be the 1st of the month following Your request. Your premium for this coverage must accompany the request.

PREMIUMS

Premium for coverage must be received within the 31-day periods beginning with the start of the first and second semesters.

	Annual	Spring
Student	\$7,752	\$1,186
Spouse	\$3,669	\$2,455
Each Child	\$1,894	\$1,280

REFUND OF PREMIUM

Except for medical withdrawal due to a covered Injury or Sickness, any student withdrawing from school during the first 31 days of the period for which coverage is purchased shall not be covered under the Policy and a full refund of the premium will be made. Students withdrawing after such 31 days will remain covered under the Policy for the full period for which premium has been paid and no refund will be allowed.

Covered Persons entering the armed forces of any country will not be covered under the Policy as of the date of such entry. A pro-rata refund of premium will be made for such person upon written request received by the Company within 90 days of withdrawal from school. Refunds for any other reason are not available.

TERMINATION OF COVERAGE

Your coverage will terminate on the earliest of one of the following: upon entry into the armed forces of any country; or the end of the coverage period for which premium was paid; or the date the Policy terminates. No benefits are payable after termination, except as stated in the Extension of Benefits provision.

A Covered Person's coverage may be cancelled, or its renewal refused, only in the following circumstances: failure by the Covered Person or other responsible party to make payments under the Policy; misrepresentation or fraud on the part of the Covered Person; commission of acts of physical or verbal abuse by the Covered Person which pose a threat to providers or other insureds and which are unrelated to the Covered Person's physical or mental condition; relocation of the Covered Person outside the Policy's service area; or

non-renewal or cancellation of the Policy through which the Covered Person receives coverage or the Covered Person is no longer a student or Dependent.

No Covered Persons were involuntarily disenrolled within the past 2 years.

COVERAGE FOR DEPENDENTS

If You are covered under the Policy, coverage may be purchased for Your eligible Dependents. Your Dependents will be covered for the same benefits for which You are covered. Dependent coverage, if any, begins and ends with Your coverage.

A Dependent newborn child will be automatically covered under the Policy from the moment of birth until the 31st day following birth. During the 31-day period, we must receive written notice of the birth and the required premium must be paid.

Coverage for newly born infants and adoptive children shall consist of Injury or Sickness including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities or premature birth including the cost of a newborn hearing screening test to be performed before the newborn infant is discharged from the hospital or birthing center to the care of the parent or guardian or as provided by the regulations of the department of public health.

EXTENSION OF BENEFITS AFTER TERMINATION

The coverage provided under the Policy ceases on the Termination Date. However, if a Covered Person is hospitalized confined on the Termination Date from a covered Injury or Sickness for which benefits were paid before the Termination Date, Covered Medical Expenses for such Injury or Sickness will continue to be paid as long as the condition continues but not to exceed 90 days after the Termination Date.

The total payments made in respect of the Covered Person for such condition both before and after the Termination Date will never exceed the Maximum Benefit. After this Extension of Benefits After Termination provision has been exhausted, all benefits cease to exist, and under no circumstances will further payments be made.

DEFINITIONS

Accident means a sudden, unexpected and unforeseen, identifiable event producing at the time objective symptoms of an injury. The

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September 28, 2004

Tony Anastas, Clerk
United States District Court
Donohue Federal Building and Courthouse
595 Main Street
Worcester, Massachusetts 01608

Re: Stern v. University of Massachusetts et als.
Civil Action No. 04-30176

Dear Mr. Anastas,

Please accept my sincerest apologies for making an egregious error relative to the below listed exhibits. Each of these Exhibits were allowed to be entered by the Honorable Judge Dennis Saylor. The Exhibits listed below are enumerated "3A" through "3Z" and "3AA, 1-4". Plaintiff has already submitted documents relative to Exhibits "3A", "3B" and "3C". These Exhibits listed below should be re-enumerated to "2" and would be listed as "2A" through "2Z" and "2AA, 1-4". Plaintiff apologizes to the court for any inconvenience in this regard.

Thank you.

Enclosed for filing in the above referenced civil action, please find documents relative to Exhibits 2 (See attachment A). These documents are of the various colleges and universities of our great commonwealth. Inclusive of these are the University of Massachusetts at Dartmouth, and the University of Massachusetts at Boston. Each of which properly apply the Massachusetts General Laws, the Code of Massachusetts Regulations and the Guidelines established by the Division of Health Care Finance and Policy. As plaintiff stated during oral argument before Judge Saylor, either each of these institutions have missed something and should be mandating more students to enroll in a QSHIP program, or the University of Massachusetts at Amherst is incorrect.

The fact is, the University of Massachusetts Board of Trustees have sought to enforce this discriminatory policy against class members at two of the five campuses that plaintiff is aware of. This court must act swiftly in regard to this issue. This plaintiff's education is dependent on the issuance of a Temporary Restraining Order against the defendants. If the University of Massachusetts Board of Trustees were attempting to enforce an enhancement of the statute, as Defendant Counsel stated, why didn't they do it at all the campuses?

That is the essence of the argument plaintiff stated in court on September 23, 2004 before the Honorable Judge Saylor.

Please mark each each of these documents accordingly, as plaintiff has marked each one with an Exhibit number in the lower right hand corner for the court's convenience.

Pursuant to Federal Rules of Civil Procedure 28 (j) Citation and Supplemental Authorities, plaintiff herein submits to this court the enclosed documents for the reason to supplement his oral argument of September 23, 2004.

As per permission of the court, this submission is sent to the court by facsimile transmission.

Pursuant to Federal Rules of Civil Procedure 28 (j) the reason for this submission is to clarify the legislative intent of Massachusetts General Law Chapter 15A Section 18 and to seek an immediate Temporary Restraining Order against the defendants.

September 28, 2004

Tony Anastas, Clerk
United States District Court
Donohue Federal Building and Courthouse
595 Main Street
Worcester, Massachusetts 01608

Re: Stern v. University of Massachusetts et als.
Civil Action No. 04-30176

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Thank you.

Sincerely,



Scott Stern

Pro-Se Plaintiff

North Adams, Massachusetts 01247

Cc: Geoffrey R. McCullough (with enclosure)
Massachusetts Board of Higher Education
"Mr. Getachew"

ATTACHMENT A

Documents and their respective Exhibit numbers to be inclusive of this Complaint for Civil Action 04-30176-MAP. This list is not a complete exhaustive listing of all colleges and universities, public and private, within the Commonwealth of Massachusetts, it is only a representative sample.

University of Massachusetts at Dartmouth "2A"
University of Massachusetts at Boston "2B"
University of Massachusetts at Amherst (In violation-listing it as 5 or more credits "2C"
Berkshire Community College "2D"
Bristol Community College "2E"
Bunker Hill Community College "2F"
Cape Cod Community College "2G"
Greenfield Community College "2H"
Holyoke Community College "2I"
Mass Bay Community College "2J"
Massasoit Community College "2K"
Middlesex Community College "2L"
Mount Wachusett Community College "2M"
North Shore Community College "2N"
Northern Essex Community College "2O"
Quincy College "2P"
Quinsigamond Community College "2Q"
Roxbury Community College "2R"
Springfield Technical Community College "2S"
Simmons College (In violation-listing it as 8 or more credits), "2T"
Suffolk University "2U"
Wentworth Institute of Technology "2V"
Wesleyan University (may be in violation) "2W"
Westfield State College "2X"
Worcester State College "2Y"
Wheelock College "2Z"
Massachusetts School of Law "2AA, 1-4"

September 29, 2004

Martin Cassell's, Clerk
United States District Court
Donohue Federal Building and Courthouse
595 Main Street
Worcester, Massachusetts 01608

Re: Stern v. University of Massachusetts et als.
Civil Action No. 04-30176

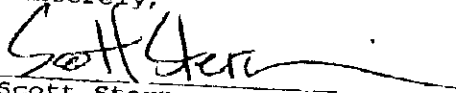
Dear Mr. Cassell's,

Enclosed for filing in the above referenced civil action, please find a MOTION TO AMEND THE COMPLAINT OF SEPTEMBER 6th, 2004 submitted by facsimile transmission, Pursuant to Federal Rules of Civil Procedure 28 (J) Citation and Supplemental Authorities. This Motion to Amend cites critical authorities relative to the pending action seeking the Temporary Restraining Order and why the defendant's argument must fail. I would be most appreciative if you could present this to the Honorable Judge Dennis Saylor.

Pursuant to FRCP 28(j) the reason for this submission is to support argument presented by plaintiff, through plaintiff's Memorandum of Law, submitted to this Court on September 23, 2004.

Thank you.

Sincerely,



Scott Stern
Pro-Se Plaintiff
400 West Main Street
North Adams, Massachusetts 01247

Cc: Geoffrey B. McCullough (with enclosure)
Massachusetts Board of Higher Education
"Mr. Getachew"